

INVITATION TO BID
Replacement of Town Office Roof
April 1, 2016

The Town of Brentwood is soliciting sealed bids from qualified contractors for the removal or shingles and replacement with a standing seam metal roof at the Brentwood Town Office located at 1 Dalton Road Brentwood NH 03833.

BID REQUIREMENTS:

- A. Bids must be submitted in a sealed envelope addressed to the Selectmen's Office as noted above, and clearly labeled "SEALED BID – TOWN OFFICE ROOF REPLACEMENT". Fax bids or email documents will not be accepted. The deadline to submit a bid is **4:00pm on July 18, 2016. SEVEN (7) complete copies of the bid shall be furnished with each submission.** Bids will be opened at the Selectmen's Meeting on July 19, 2016 at 6:15pm.
- B. Bidders must provide a lump sum guaranteed price quote for all aspects of the work, including, but not limited to all materials, labor, tools, ladders, scaffolding, equipment, delivery, installation, disposal, and clean-up associated with the project.
- C. In addition, bidders should provide a quote that reflects the Square Footage of coverage and quantities of peripherals as part of the lump sum.
- D. Bidders should note that the building will remain open to the public and must be safely accessible.
- E. Bidders must provide a statement with their bid submissions that clearly identifies any and all exclusions, deviations or limitations to the bid specifications.
- F. Interested firms are required to provide evidence of their qualifications and experience in the installation of commercial buildings roofs in the State of New Hampshire over the past 10 years. A minimum of 5 commercial or government references with contact information is required with each bid.
- G. Bids must include a sample of the (roofing materials) to be installed as part of the contract. In addition, bidders must provide manufacturer's warranty information, and installation instructions for all materials that are proposed to be used on the roof, to include sealants, adhesives, bonding agents, fasteners.

- H. Bids shall include a project schedule with estimated start and finish dates, and a schedule of values for materials to be installed. (Note: failure to start work within 3 days of the proposed start date without notice shall be cause for the Town to cancel the contract.)
- I. Bids shall identify the name, title, and contact information for the bidder's project manager. The project manager shall have the authority to act on behalf of the contractor with regards to all decisions that may be required to complete the terms and conditions of the contract.
- J. Bidders are allowed to submit alternative roofing proposals, in addition to their bid in accordance with the minimum specifications, for non-conforming materials such as, ventilation improvements, or "engineered" roofing composites.
- K. Bidders may include any additional information pertaining to their qualifications, certifications, experience, team members, subcontractors, or other documentation that they deem useful for the Town to consider in response to this bid invitation.

GENERAL INFORMATION:

- a) Each bidder is expected to examine the work site carefully before submitting a bid. The submission of a bid shall be deemed to be conclusive evidence that a bidder has investigated and is satisfied with the conditions to be encountered in performing the work required. Bidders must satisfy for themselves as to the quantities of materials that will be necessary to remove and replace based upon inspection and measurement of the existing building and the specifications herein. No allowances will be made for loss of anticipated profits or unanticipated expenses due to any errors or inaccuracies in the estimated quantities or project expenses incurred by the contractor.
- b) Each bidder is expected to be thoroughly familiar and comply with the applicable laws, rules and regulations pertaining to the roofing work required as part of this project, including, but not limited to worker safety, municipal contracts, NRCA guidelines and building codes.
- c) The successful bidder will be required to comply with all terms and conditions as set forth in this Invitation to Bid, (except as may be specifically exempted by the Town in writing), and to execute a written contract using the agreement form as included herein. Failure to execute a contract within 7 days of written notification shall be cause for cancellation of the bid acceptance and award.

- d) **The project completion date is November 1, 2016.** Failure to complete the project on time will result in liquidated damages being assessed against the vendor in the amount of one-half of one percent (0.5%) of the total project costs for every day or portion thereof; unless the contract is extended by mutual written agreement of the parties.
- e) Bidders shall assume all costs and expenses associated with the preparation and submission of a bid.
- f) The Town of Brentwood reserves the right to accept or reject any bids and to waive any minor bid defects bid as may be in the Town's best interest, and to request additional information from any bidder prior to issuing a notice of award or soliciting new bids.
- g) The Project Manager for the Town will be Kip Kaiser, Building Inspector/Code Enforcement Officer.
- h) The following factors will be considered as the basis for award of the Bid, to be determined solely by the Town:
 - (a) Price
 - (b) Compliance with Bid Requirements
 - (c) Exclusions and Limitations
 - (d) References and Qualifications
- i) RSA 447:16 requires a contractor to post sufficient security, by bond or otherwise, for all repairs to public buildings in excess of \$35,000. Therefore, the Town shall withhold all payments due to the contractor, as security collateral, pending submission of a release by all suppliers and subcontractors used in carrying out the requirements of the project. In lieu thereof, the contractor may provide the Town with a bond in the amount of 100% of the project cost provided the bond instrument and issuing agent is acceptable to the Town.
- j) The Town shall provide the contractor with access to electrical power, rest room facilities, and local permits (if applicable) at no charge. The Contractor shall be responsible for all labor and materials necessary to utilize these utilities.
- k) Payment by the Town may allow payment of materials purchased and secured. Full payment to be made upon completed installation and acceptance by the Town, net 30 days after invoice. Project completion shall be defined as all materials being completely and permanently installed in accordance with the contract documents, including completion of a punch list, and the site being broom-clean.
- l) The contractor shall use every precaution to prevent injury or damage to Town property and private property in the vicinity of the project area. The contractor shall be responsible for all damage and injury to persons and/or property during the execution of the work resulting from any act, omission, neglect, and/or misconduct in the manner

or method of performing the work, to include the acts of any subcontractors and work done as part of any warranty service. The contractor shall indemnify, defend, and hold harmless the Town of Brentwood, its agents and assigns from any liability, damage, claims, penalties, and/or regulatory agency fines that may arise from the project and warranty work. The contractor shall promptly restore to the satisfaction of the Town, at the contractor's expense, any property that may be damaged during the execution of the work, including warranty work.

- m) The contractor shall provide, erect, and maintain all necessary scaffolding, barricades, and other safety devices for the protection of the work, workers, and safety of the public, with the understanding that the Town Office will be open for business at all times during the project. All work shall be cleaned-up on a daily basis, or more frequently, if necessary, to prevent accidents to the greatest extent practical. Special care will be taken to ensure that police and employee vehicles are not prone to tire punctures from nails or other sharp objects coming off the roof.
- n) The following amounts and types of insurance coverage will be required to be in place for the contractor and all subcontractors, with proof to be furnished prior to the execution of the project agreement. The Town of Brentwood shall be named as additional insured/certificate holder for each policy.
 - Comprehensive Liability - \$2,000,000
 - Automobile Liability - \$1,000,000
 - Worker's Compensation – per NH law
 - Builder's Risk – 100% of contract value
- o) Any changes to the work that result in a cost increase/decrease shall be set forth in a written change order approved by the Town and the contractor prior to being implemented.
- p) Questions about these bid specifications may be submitted in writing to the Town's Project Manager. The Town reserves the right to share written correspondence with all interested bidders and to issue addendums to these specifications as may be necessary.
- q) The contractor will be responsible for all costs incurred by the Town, including legal and inspection fees, in the event that the contractor fails to perform the work in accordance with these project specifications. The Town reserves the right to use monies that may otherwise be due to the contractor, if necessary, to complete the work and/or repair defective work and/or pay any valid claims for damages or unpaid liens arising from the project.
- r) The contractor will submit product samples and warranty information (including claims information) for all materials to be installed to the Town's Project Manager for review and approval prior to installation.

PROJECT SPECIFICATIONS:

1. All work to be performed under this contract shall be to the highest industry standards in a professional workmanlike manner. Reference is made to the published recommendations of the National Roofing Contractors Association with regards to the general methods and techniques of the project; however, in all cases the manufacturer's installation recommendations shall take priority.
2. The contractor will remove the existing roof shingles, drip edges, pipe flashing and any underlayment to the deck surface and dispose of these materials.
3. The contractor and Town will inspect the exposed roof deck to determine if any sheathing panels need to be replaced. Also if additional fastening is required. Upon installation of new sheathing, (if necessary), the contractor will clean and prepare the deck as needed, to include the removal, if necessary, of any materials, (such as nails) in order to have a smooth surface for the new roofing materials. The roof deck must be adequate for the securing of the standing seam roof.
4. The contractor is responsible for protection of the roof from fire and moisture penetration at all times. The wood sheathing must be completely dry before the installation of any materials. Metal surfaces must be completely cleaned of all potentially corrosive materials before the application of underlayment or the weather barrier.
5. The contractor will replace all drip edge materials, pipe collars, and flashing with new materials of a premium or commercial grade quality. (In most cases, aluminum or copper will be the preferred metal product. Neoprene for other boots and collars) Care shall be taken to provide for separation of metal from non-compatible metal or corrosive substrate by either coating surfaces or installing a weather proof barrier.
In the case of PVC protrusions they should be fusion painted or otherwise wrapped for UV protection. All protrusions should be protected from snow movement.
6. The contractor will install a high temp self-adhering underlayment rated for use with metal roofing.(Preferred products to be Henrys blue or Grace hi temp) It is to be a total roof coverage.
7. The roofing Material shall be aluminum .032 standing seam.
The product and attachment will have a wind rating in accordance with state building codes. Attachment clips to be expansion type. Ridge shall be fixed. Seams shall be mechanically formed in the field.
8. Notwithstanding the manufacturer's warranty terms and conditions, the minimum warranty shall be 30 years and the contractor shall be responsible to repair and/or replacement, at no charge to the Town, any defective roofing products for a period of 2 years as of the date of completion.

9. Snow and rain detention / diverting features shall be installed in three designated areas. Product to be of aluminum or stainless steel or equal. Custom formed diverters may be required.

10. All products to be furnished as part of these bid specifications shall be new and free from defects. Any warranty issues shall be cured in-place by the contractor to the satisfaction of the Town in a prompt and reasonable manner; otherwise the Town shall reserve the right to repair the equipment and pursue all such costs, including collection expenses against the contractor as may be allowed by law.

CONTRACT AGREEMENT
Brentwood Town Office Roof Replacement

THIS AGREEMENT made as of the **19th day of July in the year 2016**, by and between the Town of Brentwood, New Hampshire (hereinafter call the Owner) and _____ (hereinafter called the Contractor), WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I - Work - The Contractor shall perform all work as specified or indicated in the Contract Documents for the completion of the Project. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

ARTICLE II - ENGINEER - The Town Engineer shall mean the Code Enforcement Officer, and/or Owner's authorized representative, will act as engineer in connection with completion of the Project in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME - The work will commence and finish in accordance with the schedule submitted with the Bid Proposal and accepted by the Owner.

ARTICLE IV - CONTRACT PRICE and PAYMENT- Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor the Contract Price as shown in the Bid Proposal, subject to additions and deductions and retainage provided for in the Contract Documents.

ARTICLE V - RETAINAGE – To ensure the proper performance of this Contract, the Owner shall retain one hundred percent of the Contract Price as specified in the Contract Documents until proof of payment to all subcontractors and vendors is provided and the work is completed to the satisfaction of the Owner.

ARTICLE VI - LIQUIDATED DAMAGES - In event the Contractor fails to successfully complete the work within the specified contract time the Owner shall assess the Contractor liquidated damages as specified in the Contract Documents. Liquidated damages shall be deducted from the Contract Price prior to final payment of the Contractor.

ARTICLE VII – CONTRACT DOCUMENTS – The Contract Documents, which comprise the contract between Owner and Contractor, are attached hereto and made a part hereof and consist of the following:

- VII.1 Invitation to Bid
- VII.2 Contractor's Bid
- VII.3 Notice of Award

VII.4 This Agreement

VII.5 Any change orders duly executed after the effective date of this Agreement.

ARTICLE VIII – TERMINATION FOR DEFAULT – Should Contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work in accordance with the schedule of completion approved by Owner, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

ARTICLE IX – INDEMNIFICATION OF OWNER – Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) as otherwise set forth in the Contract Documents.

ARTICLE X – PERMITS – The Contractor will secure at its own expense, all non-local permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable State and Federal laws, ordinances, rules and regulations. The fee for the Town of Brentwood Building permit shall be waived.

ARTICLE XI – INSURANCE – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract Documents.

ARTICLE XII – MISCELLANEOUS

- XII.1. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
- XII.2. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- XII.3. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.
- XII.4. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.
- XII.5. Venue for any dispute shall be the Rockingham County Superior Court unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

BIDDER:

BY: _____

TITLE: _____

TOWN OF BRENTWOOD, N.H.

BY: _____

Brentwood Board of Selectmen